dollars (\$5,000) for the first week (or part thereof), and ten thousand dollars (\$10,000) for each additional week (or part thereof) for which a failure set forth in this Paragraph occurs.

23.2 Upon determining that the Army has failed in a manner set forth in Paragraph 23.1, U.S. EPA shall so notify the Army in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Army shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did, in fact, occur. The Army shall not be liable for the stipulated penalty assessed by U.S. EPA if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

23.3 The annual reports required by Section 120(e)(5) of CERCLA, 42 U.S.C. § 9620(e)(5), shall include, with respect to each final assessment of a stipulated penalty against the Army under this Agreement, each of the following:

- The facility responsible for the failure; a.
- A statement of the facts and circumstances b. giving rise to the failure;
- c. A statement of any administrative or other corrective action taken at the relevant facility, or a statement of why such measures were determined inappropriate;
- d. A statement of any additional action taken by or at the facility to prevent recurrence of the same type of failure; and

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The total dollar amount of the stipulated penalty assessed for the particular failure.

Stipulated penalties assessed pursuant to this 23.4 Part shall be payable to the Hazardous Substances Response Trust Fund only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to, the U.S. Department of Defense.

In no event shall this Part give rise to a 23.5 stipulated penalty in excess of the amount set forth in Section 109 of CERCLA, 42 U.S.C. § 9609.

This Part shall not affect the Army's ability 23.6 to obtain an extension of a timetable, deadline, or schedule pursuant to Part XXV of this Agreement.

Nothing in this Agreement shall be construed to render any officer or employee of the Army personally liable for the payment of any stipulated penalty assessed pursuant to this Part.

XXIV. <u>DEADLINES</u>

Enforceable deadlines (subject to extension 24.1 pursuant to Parts XXV and XXXIII) for the draft primary documents are established in Attachment I.

The Army will propose secondary document 24.2 target dates not otherwise established in Attachment I. twenty-one (21) days of finalization of each ROD, the Army shall submit an RD/RA SOW, which is a consensus document subject to dispute but is not a primary document. The RD/RA SOW will include proposed target dates for completion of the applicable draft

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e.

- (a) Remedial Design
- (b) Remedial Action Work Plan

The Remedial Action Work Plan will establish additional primary and secondary documents, deadlines, and/or target dates. If the Parties agree on the proposed deadlines and/or target dates, the finalized deadlines and/or target dates shall be incorporated into the Agreement. If the Parties fail to agree within thirty (30) days on the proposed deadlines and/or target dates, the matter shall immediately be submitted for dispute resolution pursuant to Part XXI of this Agreement. The deadlines shall be published utilizing the procedures set forth in Paragraph 24.4.

- U.S. EPA and ADEC within thirty (30) days of identifying a new potential source area. Unless the Parties agree on another disposition, new source areas will be addressed under the last scheduled OU as described in Attachment I.
- 24.4 The final deadlines established pursuant to this Part shall be published by U.S. EPA, in conjunction with ADEC.

XXV. EXTENSIONS

25.1 Either a deadline or a schedule shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by a Party shall be submitted in writing to the Project Managers and shall specify:

- a. The deadline or the schedule that is sought to be extended;
- b. The length of the extension sought;
- c. The good cause(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

Good cause exists for an extension when sought in regard to:

- a. An event of Force Majeure;
- b. A delay caused by another Party's failure to meet any requirement of this Agreement;
- c. A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;
- d. A delay caused, or that is likely to be caused, by the grant of an extension in regard to another deadline or schedule; and
- e. Any other event or series of events mutually agreed to by the Parties as constituting good cause.
- 25.2 Absent agreement of the Parties with respect to the existence of good cause, the requesting Party may seek and obtain a determination through the dispute resolution process that good cause exists.
- request for an extension of a deadline or a schedule, the other Parties shall advise the requesting Party, in writing, of their respective positions on the request. Any failure by the other Parties to respond within fourteen (14) days shall be deemed to constitute concurrence in the request for extension. If any Party does not concur in the requested extension, it shall include in its

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25.4 If there is consensus among the Parties that the requested extension is warranted, the deadline or schedule affected shall be extended accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the deadline or schedule shall not be extended except in accordance with a determination resulting from the dispute resolution process.

25.5 Within seven (7) days of receipt of a statement of nonconcurrence with the requested extension, the requesting Party may invoke dispute resolution.

25.6 A timely and good faith request for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected deadline or schedule until a decision is reached on whether the requested extension will be approved. If the Army invokes dispute resolution and the requested extension is denied, stipulated penalties may be assessed and may accrue from the date of the original deadline or the date EPA or ADEC denied, in writing, the Army's requested extension, whichever is later. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the deadline or schedule as most recently extended.

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from causes beyond the control of a Party that causes a delay in or

prevents the performance of any obligation under this Agreement,

limited to, acts

insurrection; civil disturbance; explosion; unanticipated breakage

or accident to machinery, equipment, or lines of pipe despite

reasonably diligent maintenance; adverse weather conditions that

authority; inability to obtain, at a reasonable cost and after

exercise of reasonable diligence, any necessary authorizations,

approvals, permits, or licenses due to action or inaction of any

governmental agency or authority other than the Army; delays caused

by compliance with applicable statutes or regulations governing

contracting, procurement, or acquisition procedures, despite the

exercise of reasonable diligence; and insufficient availability of

appropriated funds, if the Army shall have made timely request for

such funds as part of the budgetary process as set forth in Part

XXVII of this Agreement. A Force Majeure shall also include any

strike or other labor dispute, whether or not within the control of

the Parties affected thereby. Force Majeure shall not include

increased costs or expenses of response actions, whether or not

anticipated at the time such response actions were initiated.

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A Force Majeure shall mean any event arising

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27.1 It is the expectation of the Parties to this Agreement that all obligations of the Army arising under this Agreement will be fully funded. The Army agrees to seek sufficient funding through the U.S. Department of Defense budgetary process to fulfill its obligations under this Agreement.

27.2 In accordance with Section 120(e)(5)(B) of CERCLA, 42 U.S.C. § 9620(e)(5)(B), the Army shall include in its annual report to Congress the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

Funds authorized and appropriated annually by the "Environmental Restoration, Congress under appropriation in the U.S. Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretary of Defense (Environment) to the Army will be the source of funds for appropriate activities required by this Agreement consistent with Section 211 of SARA, 10 U.S.C. Chapter 160. However, should the Environmental Restoration, Defense appropriation be inadequate in any year to meet the total Army CERCLA implementation requirements, the U.S. Department of Defense shall employ and the Army shall follow a standardized U.S. Department of Defense prioritization process that allocates that year's appropriations in a manner that maximizes the protection of human health and the environment. standardized U.S. Department of Defense prioritization model shall be developed and utilized with the assistance of U.S. EPA and the states.

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27.4 Any requirement for the payment or obligation of funds, including stipulated penalties, by the Army established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases where payment or obligation of funds, including stipulated penalties, would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

27.5 If appropriated funds are not available to fulfill the Army's obligations under this Agreement, U.S. EPA and ADEC reserve the right to initiate an action against any other person or to take any response action that would be appropriate absent this Agreement.

with the Project Managers from ADEC and U.S. EPA before the Army submits its budget estimates for fiscal year 1995 and beyond. The Project Managers for the Parties shall consult and assist the Army in development of the scoping process and the cost estimates, including the development of the assumptions that are part of the cost estimates, for completion of the tasks under this Agreement. As part of this consultation process, the Army's Project Manager shall submit the assumptions proposed to be used by the Army to the Project Managers for U.S. EPA and ADEC. The Project Managers for the Parties shall then discuss and concur in writing regarding the

assumptions and cost estimates to be used by the Army in developing 1 its budget estimates for fiscal year 1995 and beyond. The budget 2 3 4 5 6 7 8 9 10 11 12

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documents prepared by the Army shall clearly establish that the Army has requested all necessary funds to carry out its obligations under this Agreement for the applicable budget year and shall include information similar to that contained in the Army's Expanded Exhibit 2 Report identified in the 1383 Management (Version 2). The Army shall honor all reasonable requests by U.S. EPA or ADEC to review documentation or information regarding the budget, which relate to this Agreement. All budget documents related to this Agreement shall be retained and shall, upon request, be provided to U.S. EPA and/or ADEC in the event of an extension request, Force Majeure, or other event based on a funding limitation.

RECOVERY OF EXPENSES XXVIII.

- The Army and U.S. EPA agree to amend this Part at a later date in accordance with any subsequent national resolution of the currently contested issue of cost reimbursement.
- Army and ADEC agree to The Defense/State Memorandum of Agreement signed on June 1, 1990, for the reimbursement of services provided in direct support of the Army environmental restoration activities at the Site pursuant to this Agreement.

OTHER CLAIMS XXIX.

29.1 Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action,

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FEDERAL FACILITY AGREEMENT FORT RICHARDSON, ALASKA - Page 59 or demand in law or equity by or against any persons, firm, partnership, or corporation not a signatory to this Agreement for any liability it may have arising out of or relating in any way to this Agreement or the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, hazardous constituents, pollutants, or contaminants found at, taken to, or taken from the Site.

- 29.2 U.S. EPA and ADEC shall not be held as a Party to any contract entered into by the Army to implement the requirements of this Agreement.
- and state natural resource trustees as required by Section 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2), and Section 2(e)(2) of Executive Order 12580. Except as provided herein, the Army is not released from the liability that it may have pursuant to any provisions of state and federal law for any claim for damages or liability for destruction of, or loss of, natural resources.
- 29.4 This Agreement shall not restrict U.S. EPA and/or ADEC from taking any legal or response action for any matter not covered by this Agreement.

XXX. OTHER APPLICABLE LAWS

30.1 All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of all applicable state and federal laws and regulations unless an exemption from such requirements is provided in this Agreement, CERCLA, or the NCP.

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31.1 The Army may assert on its own behalf, or on behalf contractor, of a subcontractor, or consultant. confidentiality claim covering all or part of the information requested by any Party to this Agreement pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604(e), and 32 CFR Part 806. Analytical data shall not be claimed as confidential by the Army, unless it may disclose information that has already been so classified for reasons of national security. Information determined to confidential by the Army pursuant to 32 CFR Part 806 shall be afforded the protection specified therein and such information shall be treated by ADEC as confidential. If no claim of confidentiality accompanies the information when it is submitted to either regulatory agency, the information may be made available to the public without further notice to the Army.

XXXII. TRANSFER OF PROPERTY

32.1 Conveyance of title, easement, or other interest in the Site to other agencies of the United States, to private parties, and to state and local governments, shall be in accordance with Section 120 of CERCLA, 42 U.S.C. § 9620, as amended, and applicable U.S. EPA and Department of Defense guidance and policy. Army shall notify U.S. EPA and ADEC of any such conveyance at least ninety (90) days prior to such conveyance.

XXXIII. MODIFICATION/AMENDMENT OF AGREEMENT

33.1 Modifications, extensions, and/or actions taken pursuant to Parts IX (Project Managers), XI (Sampling and

Availability), Assurance), Data/Document XII (Quality 1 (Reporting), XX (Consultation with U.S. EPA and ADEC), 2 (Deadlines), and XXV (Extensions) may be effected by the unanimous 3 written agreement of the Project Managers for U.S. EPA, ADEC, and 4 5 the Army.

Modifications or amendments not permitted by 33.2 Paragraph 33.1 may be effected only by the unanimous agreement of the signatories or upon completion of Dispute Resolution, as applicable.

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Any modification or amendment shall be reduced 33.3 to writing; shall be effective as of the date it is signed by all the Project Managers for U.S. EPA, ADEC, and the Army, or by the signatories, as applicable; and shall be incorporated into, and modify, this Agreement.

SEVERABILITY XXXIV.

If any provision of this Agreement is ruled 34.1 or unconstitutional, the remainder of the illegal, Agreement shall not be affected by such ruling, unless the dispute resolution process determines that the severed provision materially impacts upon another provision.

TERMINATION AND SATISFACTION XXXV.

The provisions of this Agreement shall be 35.1 deemed satisfied when the Parties unanimously agree that the Army has completed its obligations under the terms of this Agreement. Any Party may propose in writing the termination of this Agreement upon a showing that the requirements of this Agreement have been

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satisfied. A Party opposing termination of this Agreement shall serve its objection upon the other Parties within thirty (30) days of receipt of the proposal. Any objection shall describe in detail the additional work needed to satisfy the requirements of the Agreement. Any Party may invoke dispute resolution as to the request for or objection to a proposal to terminate.

XXXVI. RESERVATION OF RIGHTS

- 36.1 The Parties agree to exhaust their rights under Parts XX and XXI prior to exercising any rights to judicial review that they may have.
- 36.2 Nothing in this Agreement shall be construed as a restriction or waiver of any rights that U.S. EPA or ADEC may have under CERCLA, including, but not limited to, any rights under Section 113 and 310 of CERCLA, 42 U.S.C. §§ 9613 and 9659. The U.S. Department of Defense does not waive any rights it may have under CERCLA Sections 120 and 121(f)(3)(C), 42 U.S.C. §§ 9620 and 9621(f)(3)(C); Section 211 of SARA, 10 U.S.C. Chapter 160; and Executive Order 12580.
- and appropriate standard, requirement, criteria, or limitation ("ARAR"). If ADEC exercises its right under Section 121(f)(3)(B), ADEC shall withdraw from this Agreement within sixty (60) days following the effective date of the ROD. If ADEC

exercises its right to withdraw from this Agreement, the Army expressly reserves any jurisdictional claim or defense that it may have in regard to any legal right or remedies pursued by ADEC.

36.4 Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or work where review is barred by any provision of CERCLA, including Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXXVII. EFFECTIVE DATE

37.1 This Agreement is effective upon signature by all the Parties to this Agreement.

Signature sheet for the foregoing Federal Facility for Fort Richardson, among the U.S. Environmental Agreement Protection Agency, the U.S. Department of Defense, and the Alaska Department of Environmental Conservation. LEWIS D. Assistant Secretary of the Army (Environment, Safety & Occupational Health) DAVID A. BRAMLETT Commanding General REPRESENTED BY: Tamela J. Tobia, Esq.

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Signature sheet for the foregoing Federal Facility Agreement for Fort Richardson, among the U.S. Environmental Protection Agency, the U.S. Department of Defense, and the Alaska Department of Environmental Conservation. Commissioner Alaska Department of Environmental Conservation State of Alaska BRUCE M. BOTELHO Attorney General State of Alaska

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REPRESENTED BY:

Breck C. Tostevin, Esq.

FEDERAL FACILITY AGREEMENT
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Signature sheet for the foregoing Federal Facility Agreement for Fort Richardson, among the U.S. Environmental Protection Agency, the U.S. Department of Defense, and the Alaska Department of Environmental Conservation.

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CHUCK CLARKE

Regional Administrator

United States Environmental Protection Agency

Region 10

Dean B. Ingemansen, Esq.

REPRESENTED BY:

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ATTACHMENT 1

FORT RICHARDSON, ALASKA U. S. ARMY FEDERAL FACILITY AGREEMENT SCOPE OF WORK

1.0 Introduction

The purpose of Attachment 1 is to set forth the elements of work required to be performed in responding to hazardous substance/waste releases, or the threat of such releases, at or from source areas at the U.S. Army's Fort Richardson (referred to collectively here as the Fort) which pose an actual or potential threat to human health or the environment. This document provides the site management approach to implement the remedial response process under the Federal Facility Agreement (the Agreement) entered into by the Army, the State of Alaska Department of Environmental Conservation (ADEC), and the U.S. Environmental Protection Agency (US EPA). The source areas at Fort Richardson have been divided into 4 manageable operable units (OUs). A critical path schedule has been developed for performing the general remedial activities at each OU, and an optimal sequence has been established for addressing each OU. The OUs at Fort Richardson have been divided into three categories of remedial activities:

- Remedial Investigation/Feasibility Study (RI/FS) OUs
- Interim Remedial Action (IRA) OUs
- Preliminary Source Evaluation (PSE) OUs

All response activities performed by Fort Richardson shall be consistent with the Agreement. Figure 1 represents work schedules for completion of the decision process for each identified OU and was developed by the three parties during the Agreement negotiations. The figure depicts starting, interim and completion dates for each OU, and will be updated periodically. Primary document deadlines are enforceable and are contained in Figure 2 of this Attachment.

There are certain source areas (RCRA "units") at Fort Richardson identified in the March 29, 1991 FFCA between EPA and the Army (hereinafter "1991 FFCA") that are subject to RCRA requirements including, but not limited to, interim status closure requirements found at 40 CFR Part 265. The Army, EPA and the State agree that corrective action at the following units which were identified in the 1991 FFCA as subject to RCRA closure requirements will be addressed through CERCLA response actions at operable units ("OUs") under the terms and schedules specified in the FFA: under OU-A: Building 986; OU-C; OB/OD; OU-D: Buildings 700, 704, 35-752, 955, and Circle Road:

The following units will be addressed through a two-party agreement between the State of Alaska and the Army, and when the investigation is complete, they shall be incorporated into the response actions scheduled for either the next available OU or OU-D: Buildings 755 and 45-590.

RCRA requirements at these units shall be addressed through the CERCLA ARARS process specified in the FFA. RCRA public notice and public participation requirements for closure at these units shall be addressed during the CERCLA public notice process specified in the FFA and this Attachment at the time of issuance of the Proposed Plan for that particular OU.

In addition, if a "no-action" decision is made under the FFA and CERCLA for an operable unit which includes units subject to RCRA closure requirements, such units shall remain subject to RCRA closure and post-closure care requirements. The Region 10 RCRA program shall make a final determination whether further closure work under RCRA is necessary with respect to such units.

2.0 Source Area Grouping into Operable Units

125 potential source areas have been identified at Fort Richardson in previous studies, and are listed in Table 1. No further remedial action was selected for 79 of these areas. The basis for these decisions will be contained in the Fort Richardson Administrative Record. The remaining source areas were either placed directly into one of the OU categories, or have been designated for parallel-track actions pursuant to a Two Party Agreement with the Army and ADEC (see section 3.5). The criteria used to group these sources into particular OUs include:

- Availability and sufficiency of previously collected data to support remedy selection
- Similarities of source areas and contaminants
- Complexity and size of source areas
- Affected media, potential for migration, exposure pathways and receptors

Levels of investigation for each source (PSE or RI/FS) per Operable Unit are set out below:

• Preliminary Source Evaluation

Motorpools/Maintenance facilities
Storm drain outfalls to Ship Creek
Landfill Fire Training Area
Grease Pit #1
Grease Pit #2
Poleline Road Disposal Area
Bldg. 700-transformer storage area
Bldg. 704
Bldg. 726-laundry
Bldg. 35-752-antenna bldg.
Bldg. 796 acid disposal area
Bldg. 955
Circle Rd. Drum site
Dust palliative

Remedial Investigation/Feasibility Study (RI/FS)

Roosevelt Road PCB site Ruff Road Fire Training Area Bldg. 986-POL lab. Eagle River Flats Impact Area OB/OD Area, Eagle River Flats

• Interim Remedial Action (IRA)

Any appropriate sources may be selected for an IRA. In particular, upon completion of a PSE for OU D the parties will evaluate whether any sources should be addressed by an IRA in accordance with section 3.2 of this Attachment (and applicable provisions of the NCP). An example of a current IRA candidate that will be evaluated by the Project Managers;

Eagle River Flats

3.0 Description of Remedial Activities leading to ROD

The purpose of remedial activities that lead to a Record of Decision (ROD) is to gather sufficient information to characterize the potential nature and extent of any possible contamination. Depending on the information available these activities may consist of remedial investigations/feasibility studies, preliminary source evaluations, and/or other activities (Figure 3).

3.1 Remedial Investigation/Feasibility Study

The purpose of the remedial investigation/feasibility study (RI/FS) is to investigate the nature and extent of contamination at the Fort Richardson site and to develop and evaluate remedial alternatives, as appropriate. Four RI/FSs are currently planned for Fort Richardson.

The specific RI/FS activities to be conducted during each RI/FS at Fort Richardson are segregated as follows:

- OU specific project planning (e.g., development of a Conceptual Site Model; identification of Data Quality Objectives; integration of proposed activities for the OU with those proposed, or on-going, base-wide and at other OUs)
- revision (if necessary) of the Base-wide Community Relations Plan
- OU specific field investigations
- OU specific sample analysis/validation
- OU specific data evaluation
- OU specific human health risk and ecological assessment.

The OU-specific ecological risk screening assessment will involve an ecological characterization of the source and identify significant ecological exposure pathways. Data gaps identified from OU specific ecological characterization screening studies will be addressed in the last scheduled OU RI/FS to maximize economy of resource utilization. The cumulative effects of specific source area contaminations will also be assessed in the last OU RI/FS.

- OU specific treatability studies
- OU specific RI Report, including Baseline Risk Assessment
- OU specific Remedial Alternatives Development and Screening
- OU specific Detailed Analysis of Alternatives
- OU specific RI/FS Report

To the maximum extent practicable, components of Field Sampling Plans (FSPs), Quality Assurance Project Plans (QAPjPs), Work Plans, and Health and Safety Plans (HSPs) approved under an earlier OU submission will be utilized in subsequent submissions to expedite the review process and achieve consistency in the overall remedial action approach.

3.1.1 <u>Eagle River Flats Operable Unit</u>

Due to the complex nature of the contaminant at Eagle River Flats (ERF), preliminary field investigations, technological evaluation and screening activities are ongoing functions that will occur prior to the start of the RI/FS process. The project managers will scope, evaluate, and plan yearly activities. Based on the results of the yearly activities, the project managers may initiate removal or interim remedial actions or begin RI/FS activities as agreed upon.

For the ERF OU, a biological technical assistance group (BTAG) will be created. This group shall consist of representatives from the Federal, State, and local governments who possess technical expertise pertaining to the biological and ecological issues posed by the contamination at ERF. The ERF BTAG will replace the former ERF Task Force upon the signing of the proposed ERF BTAG charter. The ERF BTAG is an independent group of environmental agencies interested in the investigation and remediation of the Eagle River Flats area. The BTAG is separate and apart from the Technical Review Committee, described further in Part VIII(H) of the Fort Richardson Federal Facility Agreement.

The purpose of this group is to afford the governmental agencies a forum in which to share information and review progress regarding the RI/FS and RD/RA process at Eagle River Flats, and other matters of interest that may arise in conjunction with the remediation of the ERF Operable Unit.

3.2 Interim Remedial Actions

The purpose of the interim remedial actions (IRA-OUS) at Fort Richardson is to achieve early action using remedial authority at those sources which meet the IRA general principles discussed in the NCP. If at any time the information submitted to support the IRA is found to be equivalent to that obtained during an RI/FS and the OU is separable, then the IRA may be upgraded to an early final action.

The Preamble of the NCP, 55 Fed. Reg. 8703-8706 (March 8, 1990), states that to implement an early action under remedial

authority, an operable unit for which an interim remedial action is appropriate should be identified. IRA decisions are intended for straightforward sites that are limited in scope. sufficient to support the action decision is extracted from the ongoing RI/FS or from previous studies and an appropriate set of alternatives is evaluated. Few alternatives, and in some cases only one alternative, should be developed for interim remedial A completed baseline risk assessment generally will not be available or necessary to justify such an action. Qualitative risk information should be organized that demonstrates that the action is necessary to stabilize the site, prevent further degradation, or achieve significant risk reduction quickly. Supporting data, including risk information and the alternatives analysis, can be documented in a focused feasibility study. However, in cases where the relevant data can be summarized briefly and the alternatives are few and straightforward, it may be adequate and more appropriate to document the supporting information in the proposed plan.

3.3 <u>Preliminary Source Evaluations</u>

Preliminary Source Evaluations (PSEs) will be conducted at several source areas to identify whether or not these source areas pose an unacceptable potential risk to public health or the environment. The scope of the PSE is intended to be significantly less than that of an RI/FS.

PSE are primarily intended as screening tools to summarize and evaluate existing information. These evaluations may require data gathering efforts which require focused, but limited, field investigations. This information is used to determined qualitative risk.

Prior to performing a PSE, project managers will meet to scope and identify the pathways from suspected sources of contamination to potential receptors. Based on this scoping, a workplan will then be generated and submitted which establishes appropriate Data Quality Objectives (DQOs), and includes a field sampling plan (FSP) and QAPjP, as needed.

At completion of the PSE, a PSE report containing the findings of the investigation/evaluation shall be submitted to the agencies for review and comment. The Project Managers shall then determine, based on the information presented, the disposition of each of the identified sources, and particularly, which specific source areas (if any) in each OU require follow up action. The decision will be reflected in the administrative record.

There are three management options for sources reviewed in a PSE processes: a) No Further Action (NFA), in terms of planning for FFA remediations (such a decision would not prohibit future activity undertaken pursuant to State authority); b) inclusion in an RI/FS; or, c) recommendation for IRA.

If agreement cannot be reached on source disposition for areas which have undergone the PSE process, those areas will be included in an RI/FS and made subject to dispute resolution. In such an event the rationale leading to the decision shall be documented in the administrative record.

3.4 Base-wide Studies and Other Documents

Base-wide studies/investigations (e.g., for background sampling), or monitoring (e.g., for groundwater monitoring), not specific to particular OUs but necessary for implementation of the Agreement, will be proposed in separate Plans which will include any necessary FSPs and QAPjPs. The Project Managers will determine scheduling for these Plans, and for the follow-up Reports. Both the Plans and Reports shall be secondary documents.

Documents not specified as primary or secondary documents in the Agreement, but that serve to further facilitate the implementation of the remedial process, may be submitted to US EPA and ADEC as interim reports and technical memoranda for review, comment, and/or discussion, upon agreement of all Project Managers. These documents are typically input (or feeder) documents -- such as data interpretation -- to the primary or secondary documents.

3.5 Parallel Track Activity

Certain potential source areas at Fort Richardson, identified in Table 1, will be addressed pursuant to a companion agreement entered into by the Army and the State of Alaska. Generally, these areas are underground storage tanks and other source areas where there are suspected or known releases of petroleum, oil, and/or lubricants (POL).

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By a date established by the Project Managers, and at least ninety (90) days prior to submittal of the last OU RI/FS Management Plan, the Army shall provide a report summarizing the status of all source areas listed in Table 1 which have not previously been addressed in a ROD as well as any other source areas discovered during the investigation. Included within this group of source areas will be those areas addressed in the companion agreement (which have not been addressed in earlier RODs). The Project Managers shall review the report, determine

what actions remain to be completed, (e.g. no further action, incorporate into a RI\FS, or continue with the two party action), and decide how best to implement those actions. The Army shall incorporate the Project Managers' decision into the last OU draft RI/FS Management Plan which as a primary document will be subject to dispute resolution (per Part XXI of the Agreement).

3.6 Quarterly Reports

Quarterly reports will be prepared by the Army to describe the technical progress at the Fort Richardson site. Quarterly reports will be submitted to U.S. EPA and ADEC as specified in the Agreement.

3.7 Recommended Training and Qualifications

To effectively and efficiently implement Attachment 1 activities, appropriate training and qualifications for all Parties' Project Managers are necessary. While the following list of training and qualifications is not required or subject to review and approval by any Party, it is recommended that all Project Managers have expertise or obtain training on a timely basis in the following subject areas:

- implementation of the terms and obligations under the Agreement and Attachment 1
- project management (using CPM)
- CERCLA, NCP, and RCRA (including relevant guidance), as they pertain to the Ft. Richardson FFA and Attachment 1
- Superfund remedial investigation and study procedures
- Superfund remedial design/action process
- available remedial action technologies
- OSHA Hazardous Waste Operations (29 CFR 1910.120)
- human health and ecological risk assessment
- public participation

3.8 Decision Process

The decision process leading to the Record of Decision (ROD) is initiated when there is adequate information to select an interim or final remedy for an OU, as determined by the project managers.

Records of Decision will be signed by the following persons: EPA Regional Administrator or his/her designee, ADEC Southcentral Regional Administrator, and the appropriate Army designee. All Proposed Plans and Record of Decisions, public review and comment periods, responsiveness summaries, and other mechanics of the decision process shall follow the NCP, US EPA guidance, and the Fort Richardson Community Relations Plan.

4.0 <u>Description of Post-ROD Remedial Activities</u>

The decision process for each OU ends when the ROD is signed. If the ROD requires remedial action, a Remedial Design (RD) and Remedial Action (RA) Scope of Work (SOW) shall be developed after ROD signature to define schedules for successfully pursuing and completing the design and implementation of the remedy (Fig. 4).

4.1 RD/RA Scoping

Within 21 days of issuance of each OU ROD the Army shall submit to ADEC and US EPA target dates and deadlines for completion of post-ROD documents in an RD/RA SOW. The RD/RA SOW shall establish the overall strategy for managing post-ROD activity, and shall propose a time-optimal way of phasing necessary elements of the remedial design along with the preliminary strategy for conducting the remedial action. At a minimum, this RD/RA SOW shall include:

- a description of each phase, or work element, of the design (including the intended scope of each phase), and the rationale supporting the break-out; in addition, for each RD work element:
 - a description of the design criteria and assumptions in terms of the technical requirements and performance standards contained in the ROD;
 - o the "critical path" schedule for completion of the design (with identification of necessary secondary document deliverables);
 - o a presentation of the assumptions regarding funding availability, design contractor limitations, and resource needs that have been used to establish the proposed schedules, and will be used in preparing the design;
 - o a description of treatability studies &/or additional field data collection necessary to be

conducted either prior to, or concurrent with, the design; and

- o a description of how projected short term risks associated with implementation of the work element will be assessed.
- the recommended overall RD/RA "critical path" enforceable schedule (through RA work element commencement). The schedule should include a description of the dependency of each RD work element and identification of primary document deliverables;
- anticipated overall post-ROD funding needs (for contractors, e.g.) to complete the remedial design, and funding availability;
- a proposed working schedule for completion of RD activities, and proposals to expedite those activities;
- an outline of suggested modifications to the Community Relations Plan &/or elements of the Plan which will be implemented during RD;
- identification of those secondary documents which are associated with the RD phase (e.g., 35% Design), and target submittal dates; and,
- a description of issues which require resolution or further analysis.

To streamline the RD/RA process, the RD/RA SOW is not defined as a primary document. The Project managers, however, will have 30 days after submittal to invoke dispute resolution (pursuant to Part XXI of the Agreement) regarding its content.

4.2 RD Process

If necessary, the RD/RA SOW will call for the submittal of a 35% Design. The 35% Design will be a secondary document and will be developed to include:

- a description of the scope of all preliminary and/or draft design documents
- a description of documents required for other elements of the design (e.g., Operation and Maintenance (O&M) Plan, Site Health and Safety (H&S) Plan, Quality

Assurance Project Plan (QAPjP)), and schedules for their preparation

- cost estimation for RD
- requirements for correlations between plans and specifications
- identification of substantive permit requirements
- design approval procedures and requirements

Usually, one secondary design document -- the 35% (or, preliminary) Design -- shall be submitted during the RD process. The 35% Design shall include plans and specifications which have been identified in the RD/RA as crucial to an efficacious preliminary review.

A Pre-final Design (95% Design) shall include all aspects of the design, and shall be considered representative of approximately 95% design completion. Resolution of comments on the Pre-final Design, and preparation of reproducible drawings and specifications ready for RD procurement, will constitute the final 5% of the RD (to be submitted in the form of a Draft Final RD). The RD shall include:

- plans/specifications for RA (including design analysis and construction drawings/specifications)
- cost estimation for RA
- appropriate plans (e.g., O&M Plan, QAPjP, Site H&S Plan)
- results of additional required studies, if any
- a summary of ARARs and remediation goals/standards identified in the ROD, and a description of how the RD meets these requirements

4.3 RA Process

The RA Workplan shall incorporate, by reference, pertinent aspects of the Pre-final Design (and/or the RD/RA SOW). In addition, the RA Workplan shall:

 specify all relevant changes (i.e., those changes which will impact RA) between the Pre-final Design and the final RD

- update (and expand upon) the RD/RA "critical path" schedule
- update (and expand upon) the RA cost estimation
- identify all additional RA secondary documents, as necessary

A Prefinal Inspection shall be conducted by the Project Managers, as needed, and possibly an independent fourth party, agreeable to the Project Managers. Following the inspection, the Army will prepare and submit the Prefinal Inspection Report. The Report will be finalized in the context of the RA report, and shall include:

- outstanding construction requirements
- actions required to resolve items
- completion date, and date of final inspection

At the completion of remedial action the Army shall prepare and submit an RA Report. The RA Report shall include:

- consolidation of any and all RA reports for individual work elements
- a brief description of outstanding items from the Prefinal Inspection Report
- synopsis of work discussed in the RA Workplan, and certification that this work was performed
- explanation of any modifications to the RA Workplan
- certification by an independent registered professional engineer that the implemented remedy is both operational and functional
- documentation necessary to support deletion of the site from the NPL

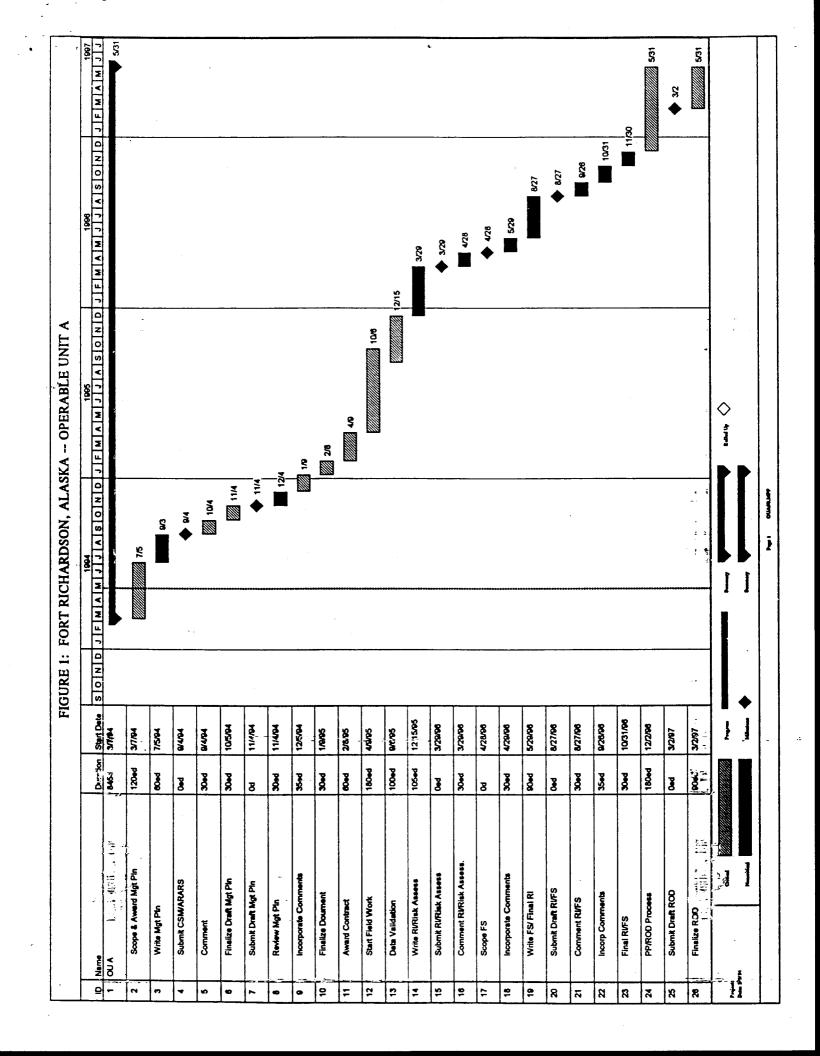
4.4 O&M

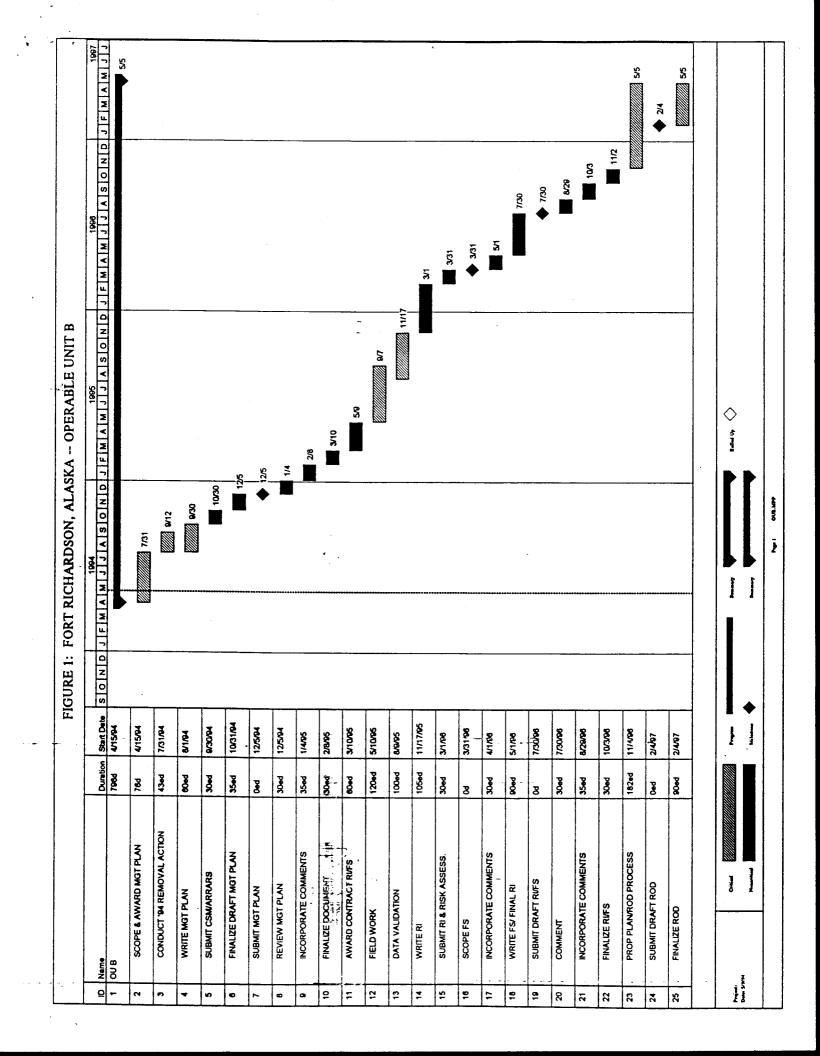
At the completion of O&M activities the Army will prepare and submit an O&M Report. The Report will include:

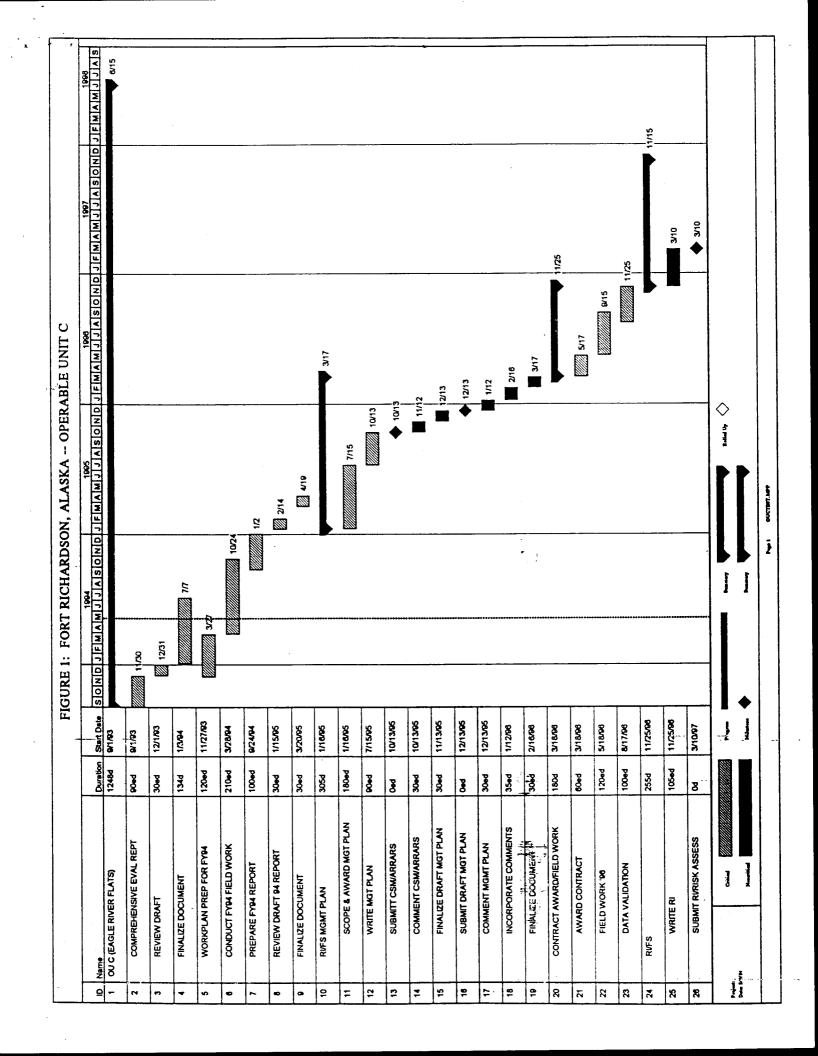
 consolidation of any and all O&M reports for individual work elements

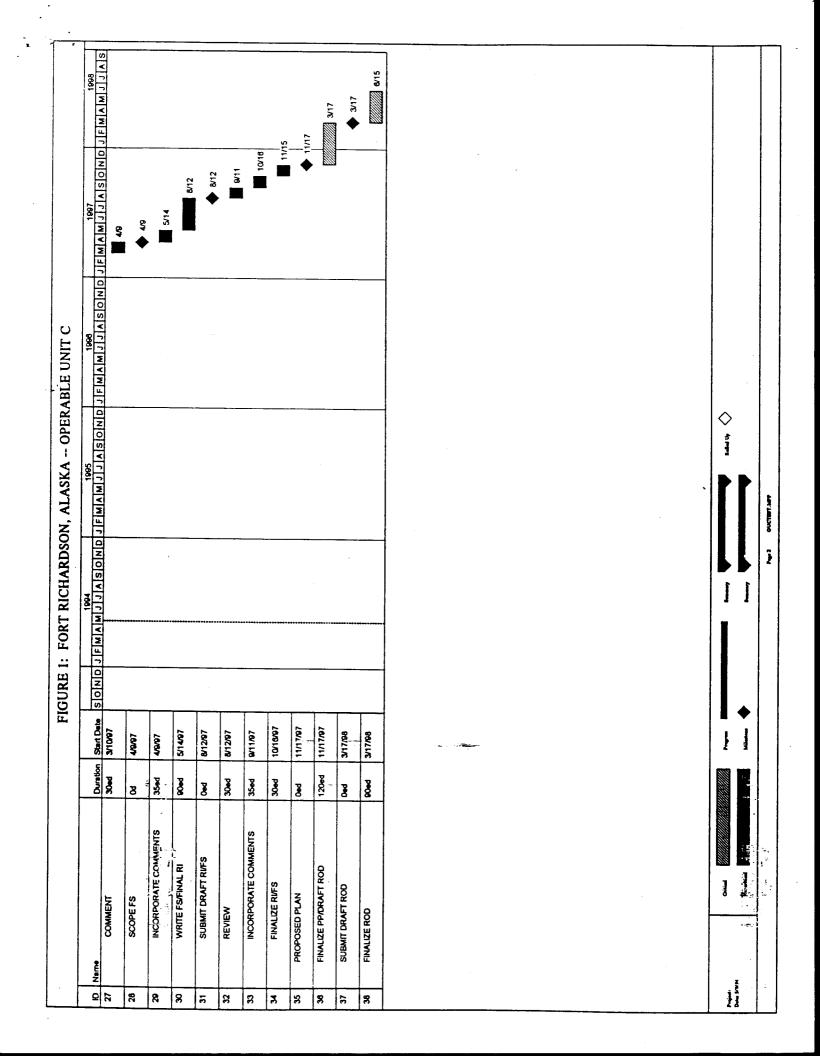
- description of the O&M activities performed
- results of site monitoring (verifying that the remedy meets the performance criteria)
- explanation of additional O&M (including monitoring) to be undertaken at the site

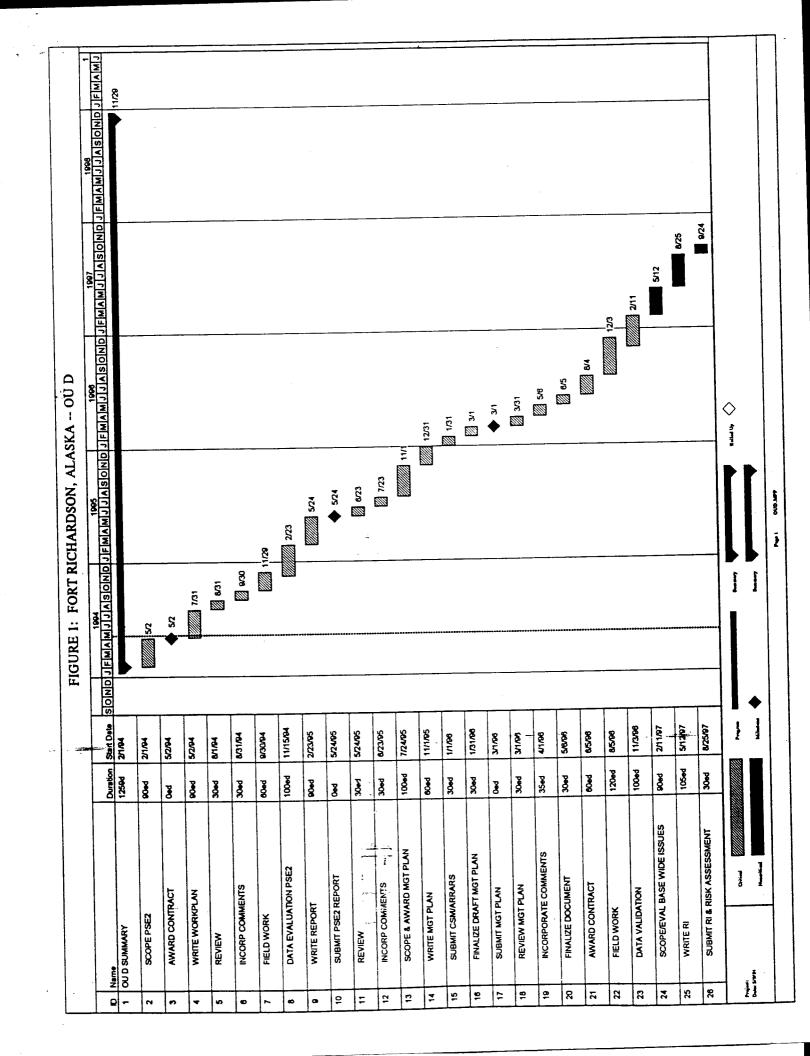
Figure 1.
Timeline











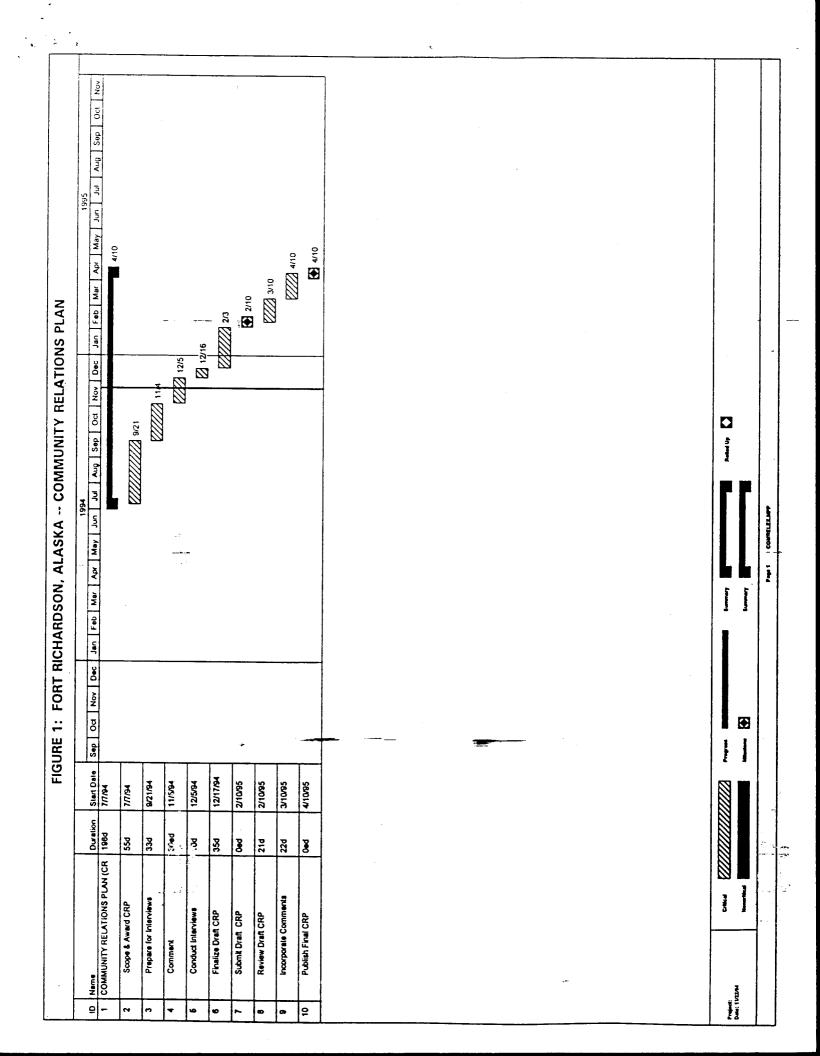


Figure 1.b. Generic timeline for RI/FS Implementation.

STEP		TIME (days)
1.	Contract time (Army)	90
2.	Collection of data/info on sites, & development of CSM/DQO/ARAR/TBC document & RI/FS MP (Army)	150
	write CSM/DQO/ARAR document & begin other parts of MP	(30)
	review CSM doc. internally & continue work on rest of MP	(30)
	finalize/re-write CSM document, & continue work on rest of MP	(30)
	submit CSM document to prj. manager for review; get comments; & continu work on rest of MP	
	re-write MP (including CSM/DQO/ ARAR portion of RI)	(30)
3.	Internal Army Review of RI/FS MP	30
4.	Finalization (internally) of RI/FS MP (Army)	30
5.	Review of RI/FS MP (prj. managers)	30
	then, Army revises MP 30 days after receiving comments, & submits for another (15 day) comment period.	
6.	Field sampling/data collection and validation (Army)	420
	within this timeframe the Army will begin writing the RI Report.	
	approx. a year into this period the prj. managers will meet for several days to discuss RI data, progress	l

	EPA provides Army PP guidance & example	S
7.	Review of prelim RI info to direct development of Report (Prj. managers)	5
8.	Completion of RI Report, & prelim FS info (Army)	30
9.	Internal Army Review of RI Report	30
10.	Finalization (internally) of RI Report (Army)	30
11.	Review of RI Report (prj. managers)	30
	then, Army revises RI within 30 days & submits for another comment period.	
12.	FS scoping (prj. managers)	5
13.	Preparation of RI/FS (Army)	30
14.	Internal Army Review of RI/FS	30
15.	Finalization (internally) of RI/FS Report (Army)	20
16.	Review of RI/FS Report (prj. managers)	30
	then, Army revises RI/FS within 30 days & submits for another (15 day) comment period.	
17.	Finalization of RI/FS, preparation of Proposed Plan, & start of Public Comment period	100
	Preparation of PP "working draft" (Army)	(30)
	including a 3 day Scoping meeting to develop PP annotated outline & graphics needs (prj. managers and Army contractor)	(3)
	Review of PP "working draft" (prj. managers)	(5)
	Prj. Managers meet to write 2nd draft of PP	(5)

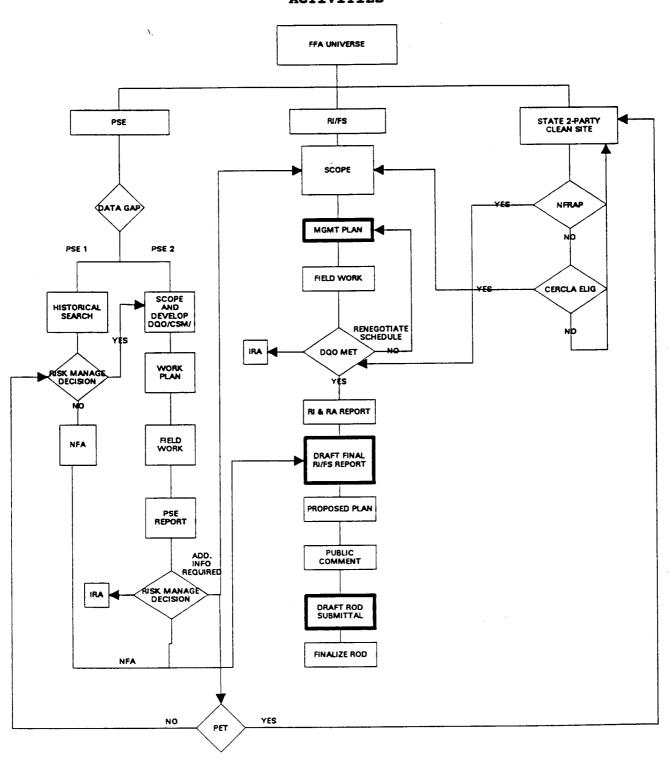
	Review 2nd draft PP; Army, EPA & ADEC	(23)
	Prj. Managers meet to resolve comments on 2nd draft PP & to develop ROD annotated outline (include Army contractor)	(7)
	Army should begin preparation of ROD "working draft" at this time	
	Review of draft PP (Army, EPA, ADEC)	(20)
	Army reproduces PP & mails	(10)
18.	Public Comment period & Preparation of Draft ROD	82
	PUBLIC COMMENT PERIOD	(30)
	Review of ROD "working draft" (prj. managers)	(15)
	Army should begin preparation of Responsiveness Summary at this time	
	Prj. Managers meet to discuss "working draft" of ROD	(7)
	Army prepares draft ROD	(30)
19.	Review of draft ROD & Responsiveness Summary at Army, EPA, & ADEC	30
20.	Prj. Managers meet to resolve draft ROD comments & begin to "brief" internally	7
21.	Army prepares draft Final ROD	23
22.	Parties Review draft final ROD	15
23.	Final ROD concurrence briefs	21
24.	Final ROD due	X

Figure 2
Primary Document Deadlines

OU-A		
Pre-ROD	3 - 4	Post-ROD
Management Plan	dates 11/4/94	Pre-final Design TBD*
Dft Final RI/FS	8/27/96	RA Work Plan RA Report O & M Plan
Dft ROD	3/2/97	Close Out Rpt
OU-B		
Management Plan	12/5/94	Pre-final Design RA Work Plan
Dft Final RI/FS	7/30/96	RA Report O & M Plan
Dft ROD	2/4/97	Close Out Report
OU-C		
Management Plan	12/13/95	Pre-final Design
Dft Final RI/FS	8/12/97	RA Work Plan RA Report
Dft ROD	3/17/98	O & M Plan Close Out Report
<u>0U-D</u>		
Management Plan	3/1/96	Pre-final Design RA Work Plan
Dft Final RI/FS	2/22/98	RA Report O & M Plan
Dft ROD	8/31/98	Close Out Report

^{*} To Be Determined

FIGURE 3
PRE-ROD
ACTIVITIES



Note: Bold outline denotes primary document

FIGURE 4
POST-ROD ACTIVITIES

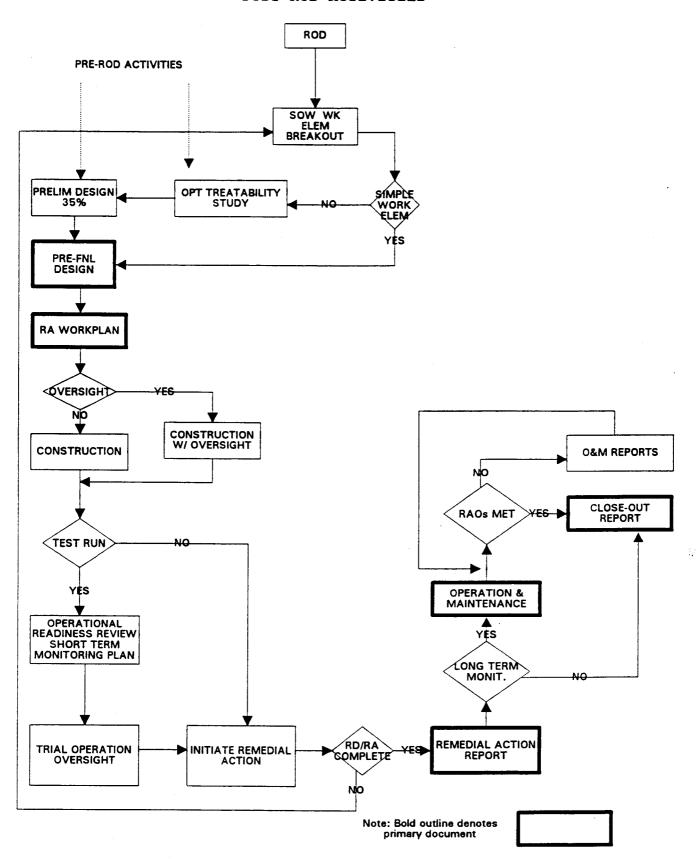


Table 1.
Potential Source Areas

NONE			RCAA CLOSURE	7	-	POL	PW	CIRCLE ROAD DRUM SITE	UC538948	0	N090
USATHAMA 1991 PROPERTY REPORT			PSE 2	7	-	WASTE OIL, SOLVENT	PW	DUST PALLIATIVE	FRA RDe	0	W028
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	90		RCRA CLOSURE (INSIDE BLDG), CERCLA PSE 2 OUTSIDE	-	T,	PCB#, POL.	PW	PCB SITE/JST (ANTENNA BLDG)	35752	9	W023
1990 RFA	37		PSE 2		-	NEUTRALIZED BTRY ACID, HEAVY METALS	DOL	DOL MAINT, AREAFORMER BATTERY ACID DISPOSAL SITE	798	0	R059
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	9, 10, 11, 12, 13, 14, 15, 120		PSE 2	1	-4	PERCHLORETHYLENE, SLUDGE	DOL	FORMER LAUNDRY & DRYCLEANING UST#	726	0	втом
1990 RFA	3, 4		PSE 2 & RCRA CLOSURE	1	-	CONTAM. FUELS, WASTE PAINT, BRAKE FLUID, LUBRICANCTS, OIL, JP-4, BALLAST WASTE, WASTE SOLVENT, ASBESTOS	PW	FORMER ROADS AND GROUNDS DRUM STORAGE & WASTE ACCUMULATION AREA	704	0	R053
PROPERTY REPORT AND 1990 RFA	1, 91		PSE 2 & RCRA CLOSURE	F	71	PCB+, WASTE PAINT, HYDROCHLORIC ACID, METHYL ETHYL KETONE, MINERAL SPIRITS	PW	FORMER DRUM/PCB STORAGE AREA	700	0	W009
USATHAMA 1891 PROPERTY REPORT AND 1990 RFA	99		RCRA CLOSURE	-1	71	POWDER BAGS, FUZES, TNT, GRENADES,ROCKET MOTORS, PROJECTILES, ASH	SHLIMITS/ACTIVITIES	OPEN BURN/OPEN DEMO AREA	VIC. EAGLE RIVER FLATS	0	W025
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	117		RI/T S	7	7	MUNITIONS RESIDUE, WHITE PHOSPHORUS, ROCKETS, MISSILES, TORPEDOES	DPTSM	EAGLE RIVER FLATS IMPACT AREA	EAGLE RIVER FLATB	n	WOOd
NONE			REMOVAL ACTION AND FURTHER SITE CHARACTERIZA TION	P	4	DECON. SOLVENTS, SMOKE CANNISTERS, CW TRAINING MATERIAL	¥	POLELINE ROAD DISPOSAL AREA	UC 6 02992	В	N087
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	97		RI/FS	71	7	CONSTRUCTION RUBBLE, JP4, CHLORINATED & NONCHLOR. SOLVENTS	Pw	RUFF ROAD FORMER FIRE TRAINING AREA	FMR LNDFIL#9 (RUFF ROAD)	>	W040
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	118		8-/IR	71	1	PCB'S IN TRANSFMR OIL	PW	ROOSEVELT ROAD TRANSMITTER SITE LEACHFIELD	67630	>	W010
USATHAMA 1991 PROPERTY REPORT AND RCFA FACILITY ASSESSMENT (1990 RFA)	8		RI/FS	-	Ti	WASTE OH, LUBRICANTS, AVIATION FUELS, SOLVENTS, ACID, ALCOHOL, REAGENTS	DOL	POL LABORATORY DRYWELL	99	>	W020
NOTES & REFS.	1990 RFA SWMU	NEA OR NEA JUSTEICATION	STATUS	UST	R _L	POTENTIAL CONTAMBANTS	UNIT/ACTIVITY	SITE FUNCTION	BLDQ/ LOC.	2	9116

1990 RFA	7	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	NFA	-	-	WASTE OIL	AAFES	AAFES SERVICE STATION	710		R056
NONE		NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	NFA	Ţ	7	POL, WASTE PAINT, SOLVENTS	PW	SELF-HELP SHOP	706		N082
1990 RFA	5, 6	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	NFA	1	71	WASHWATER W/OIL, GREASE, DIRT	PW	ROADS AND GROUNDS WASH RACK SUMP AND OIL/WATER SEPARATOR	704		R054
1990 RFA	2	RELEASES TO SOIL, SURFACE WATER, OR GROUND WATER UNLIKELY; UNIT LOCATED INDOORS ON THIRD FLOOR; FILTERS CAPTURE AIR RELEASES.	NFA	Ţ	71	WASTE PAINT	PW	PAINT SHOP SPRAY BOOTH	700		R051
USATHAMA 1991 PROPERTY REPORT		NO REPORTED SPILLS, WASTE GENERATED INSIDE BLDG. MEDICAL LAB REAGENT DISCHARGES INTO SANITARY SEWER SYSTEM.	NFA	-	71	FIXATIVE W/SILVER, METHYL METHACRYLATE, REAGENTS	MEDICAL ACTIVITY	MEDICAL LAB	804		W004
USATHAMA 1991 PROPERTY REPURT		PROPOSED NON-UST TWO PARTY SITE		7	7	WATER WRESIDUAL SOLV, FUELS, RADIOACTIVE MATERIAL, ASSESTOS	₹	FORMER NIKE MISSILE SITE	TIMMUS THE BAND THE BAND		W048
USATHAMA 1991 PROPERTY REPORT	67	PROPOSED NON-UST TWO-PARTY SITE		-	-	DRYCLEAN SOLV, GREASE, HYDRAULIC FLUID, METHYL ETHYL KETONE, NAPTHA WASTE FUELSJOIL	B/123 AVN CO	AIRCRAFT MAINTENANCE FACILITY	47431		W021
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	83	PROPOSED NON-UST TWO-PARTY SITE	RCRA CLOSURE	-	7	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	CENTRAL TEXAS	MOTOR POOL	45590		W002
DRAFT ECAR, DEC '93		PROPOSED NON-UST TWO-PARTY SITE		77	-		ססנ	CANNIBILIZATION YARD	794		N090
1990 RFA	21, 72	PROPOSED NON-UST TWO-PARTY SITE	RCRA CLOSURE	-	77	WASTE PAINTS, GREASE, MINERAL SPRITS, OIL	DPCA	AUTO & CRAFT SHOP	755		R057
1990 RFA	116		PSE 2	~	'n	OILS, FUELS, SOLVENTS	P	STORM DRAINAGE OUTFALL TO SHIP CREEK	FRA	Đ	R075
1990 RFA	93		PSE 2	71	7	COOKING GREASE, PETROLEUM, GREASE/OIL, OW SEDIMENT SEPARATOR BOTTOMS, FUEL TANK WATER, ETHYL GLYCOL	PW	GREASE PT 12	FRA LANDFILL (EAST SIDE), approx. 1000" aw of FF PIT #2	0	R073
1990 RFA	92		P&E 2	71	77	COOKING GREASE, PETROLEUM, GREASE/OIL, O/W SEDIMENT SEPARATOR BOTTOMS, FUEL TANK WATER, ETHYL GLYCOL	ΡW	GREASE PIT #1	FRA LANDFILL (EAST SIDE), approx. 1000' ew of FF PIT #2	Ð	R072
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	98		P8E 2	Ţ	7	OIL, SOLVENT, TRANSM_BRAKE_HYDRAULIC FLUID, WATER CONTAM. DIESEL, JP-4	Md	LANDFILL FORMER FIRE TRAINING AREA	FRA LANDFILL (EAST SIDE)	D	W015
1990 RFA	±		RCRA CLOSURE	-	-	USED OIL/FUEL	рог	USED OIL TRANSFER AREA (BLUDGE BIN)	955	0	2 000
NOTES & REFS.	1990 RFA 8WMU	NFA OR NEA JUST SICATION	BUTATE	4	2	POTENTIAL CONTAMBIANTS	UNITIACTIVITY	SITE FUNCTION	BLDQ/ LOC.	2	9778

USATHAMA 1891 PROPERTY REPORT AND 1990 RFA	32, 77	DUE TO SUFFICIENT CONTROLS & SMALL OUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	N. a	-	77	OIL/GREASE FROM WASH	308 FSB	MOTOR POOL, WASHRACK & OW SEP.	784		W018
USATHAMA 1991 PROPERTY REPORT		DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW., SW., OR AIR.	NF A	-	T	OILIGREASE FROM WASH		VEH. WASHRACK & ONV SEP.	782		W018
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	31, 76	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NF A	4	71	OIL/GREASE FROM WASH	NB DIS IB	MOTOR POOL, WASHRACK & ONV SEP.	778		WOIB
USATHAMA 1991 PROPERTY REPORT		TRANSFORMER INSIDE SECURE BUILDING. SUFFICIENT CONCRETE CURBING AROUND TRANSFORMER TO COM AIN SPILLS. NO FLOOR DRAIN	NFA	-	n	PCB'S IN TRANSFMR OIL	PW	IN-SERVICE TRANSFORM.	772		BOOM
	75	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	4	FI	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	106 MI BN	MOTOR POOL	770		W002
NONE		DUE TO BUFFICIENT CONTROLS & SMALL OUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	Ţ	71	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	SP TRPS BN	MOTOR POOL	764		N084
USATHAMA 1891 PROPERTY REPORT AND 1890 RFA	28, 29, 73	DUE TO BUFFICIENT CONTROLE & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	1	71	OIL/GREASE FROM WASH	4-11 FA BN	MOTOR POOL, WASHRACK &	750		WO18
1890 RFA	25	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	NFA	77	1	WASH WATER W/OIL, GREASE, FUEL	POST CAR WASH	O/W SEPARATOR	754		R093
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	20, 21, 22, 23, 24	DUE TO BUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, DR AIR.	NFA	7	ħ	OIL/GREASE FROM WASH	1-501 IN BN	MOTOR POOL, WASHRACK & OW SEP.	750		810M
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	20, 21, 22, 23, 24	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	1	77	OIL/GREASE FROM WASH	FORMERLY 1-17 IN BN	MOTOR POOL, WASHRACK & OW BEP.	750		W018
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	17, 18, 19	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES: TO GW, SW, OR AIR.	NEV		71	OIL/GREASE FROM WASH	PW	MAINTENANCE SHOP, WASHRACK & O/W SEP.	740		W018
DRAFT ECAR, DEC '93		NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	NFA	ī	71	WASTE PAINTS, SOLVENTS	¥	FORMER PAINT BOOTH	740		N085
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	16, 71	UST TWO PARTY SITE; NO OTHER REPORTED RELEASES TO AIR, SOIL, OR GROUND WATER	NFA	τ	1	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	NB N3 E18	MOTOR POOL	732		W002
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	œ	NO REPORTED SPILLS, WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.	NFA	71	T	INSECTICIDES, HERBICIDES, AVICIDES, RODENTICIDES, PAINT, DDT, RINSATE	PW	PESTICIDE STORAGE AREA	721		W007
NOTES & REFS.	1990 RFA SWMU	NEA OR NEA JUSTEICATION	BUTATE	Ę	麗	POTENTIAL CONTAMBIANTS	UNIT/ACTIVITY	SITE FUNCTION	BLDG/ LOC.	2	\$ПЕ /

1990 RFA	46, 47	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER, SURFACE OF CLEANING AREA IS COATED CONCRETE W/CURB.	NEV	-	7	WASHWATER W/FUEL, DETERG.	DOL	FUEL BLIVET CLNG AREA	974	F091
1990 RFA	45	RELEASE TO GROUND OR SUPFACE WATER UNLIKELY DUE TO STORAGE OF SPENT BOLVENT DRUM RACK ON A CONCRETE BASIN.	NFA	1	77	TCA	DOT.	SPER SHOP WASTE SOLVENT	974	R082
1990 RFA	44	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER:	NFA	-	Ŧ	USED OIL/SOLVENTS, CHLORINATED SOLV, ANTIFREEZ, GREASE, POTASSIUM HYDROXIDE, WASTE WATER, TRICHLOROETHANE, BRAKE FLUID, CONTAM, OIL/DIESEL	DOL	SPER SHOP	974	R061
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	49	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	NF.	-	7	OIL/GREASE FROM WASH	DOL	VEH.WASHRACK & ONV SEP.	974	W018
USATHAMA 1991 PROPERTY REPORT		NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.	N.S.	٦	77	GREASE, MINERAL SPIRITS, OIL, SOLV, INK, SILVER, RAGS	DOIM	PRINT SHOP/PHOTO LAB	908	EDOM
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	40, 80	DUE TO BUFFICIENT CONTROLS & SMALL OUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	٦.	71	OIL/GREASE FROM WASH	HHC IST BDE	MOTOR POOL, WASHRACK & O/W SEP.	812	W018
USATHAMA 1991 PROPERTY REPORT		NO REPORTED SPILLS, WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.	NFA	71	77	PDR-27, KRYPTON-85, PROMETHIUM-147, TRITIUM, RADIUM	MULTIPLE UNITS/ACTIVITIES	RAD. MATRL. STORAGE	804	W012
USATHAMA 1991 PROPERTY REPORT		NO REPORTED SPILLS, WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.	NEV	٦	71	SOLVENTS, WASTE OIL, REAGENTS, PHOTO FIXATIVE, WASTE PAINT, LITHIUM BATTERIES, HVY METALS	MULTIPLE UNITS/ACTIVITIES	SUPPLY WAREHOUSE	80	W011
USATHAMA 1591 PROPERTY REPORT		NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.	NFA	٦	71	POR-27, KRYPTON-85, PROMETHIUM-147, TRETIUM, RADIUM	MULTIPLE UNITS/ACTIVITIE8	RAD. MATRL. STORAGE	802	W012
USATHAMA 1991 PROPERTY REPORT		NO REPORTED SPILLS, WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.	NFA	77	- 71	SOLVENTS, WASTE OIL, REAGENTS, PHOTO FIXATIVE, WASTE PAINTAJTHIUM BATTERIES, HVY METALS	MULTIPLE UNITS/ACTIVITIES	SUPPLY WAREHOUSE	802	W011
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	78	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW. SW, OR AIR.	NFA	7	71	TCE, WASTE BOLVENT/OIL, GREASE, PAINT, ACID	98 MAINT CO MAINT FAC	DS/OS MAINTENANCE	798	W001
1990 RFA	36	DUE TO SUFFICIENT CONTROLS & SMALL OUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	1	T	ENAMEL/CARC PAINT FUME	вог	SPRAY PAINT BOOTH AND VEHICLE & WEAPONS SHOP	790	R058
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	34	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	NFA	τ	71	OIL/GREASE FROM WASH	DOL	VEH.WASHRACK & O/W SEP.	790	W016
USATHAMA 1991 PROPERTY REPORT AND 1980 RFA	78	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	F	71	TCE, WASTE SOLVENT/OIL, GREASE, PAINT, ACID	300 F8B	DS/GS MAINTENANCE FACILITY	789	W001
NOTES & REFS.	1990 RFA SWMU	NFA OR NFA JUSTEICATION	STATUS	uer	麗	POTENTIAL CONTAMBIANTS	UNITACTIVITY	SITE FUNCTION	OU SLDQ/LOC.	9116

USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	64, 65	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NF A	-		OIL/GREASE FROM WASH	23 EN CO	23 EN CO MAINTENANCE FACILITY, WASHRACK & ONV SEP.	45726		W018
NONE		DUE TO SUFFICIENT CONTROLS & SMALL OUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	7	7		176 EOD	178 EOD MAINT FAC	45703		NO81
1890 RFA	89	INVESTIGATE IAW RCFA PERMITTING PROCESS	NFA	-	F	CONTAM. SOILS (OIL/FUEL)	PW	HAZ WASTE STORAGE AREA	45133		R071
USATHAMA 1891 PROPERTY REPORT AND 1890 RFA	88	INVESTIGATE IAW RCRA PERMITTING PROCESS	NFA	7	•	WASTE SOLVENT/OIL/PAINT FUEL, PCB- CONTAM, MATERIAL	PW	HAZ WASTE STORAGE FAC.	45125		W022
1990 RFA	82	DUE TO SUFFICIENT CONTROLS & SMALL OUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	7	7	ANTIFREEZE, DRYCLEAN SOLVENT, OIL, PAINT THINNER	DPCA	BOAT SHOP	45040		R079
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	103	DUE TO ABBENCE OF HAZARDOUS CONSTITUENTS IN WASTES, NO POTENTIAL FOR HARMFUL RELEASES.	NF A	-	٦	CLASSIFIED WASTE, ASH		CLASSIFIED WASTE INCIN.	38013		W027
USATHAMA 1891 PROPERTY REPORT AND 1990 RFA	62, 104-114	SINCE UNIT IS COVERED, PAVED, AND HANDLED SMALL QUANTITIES OF WASTE, RELEASE TO GROUND WATER OR SURFACE WATER UNLIKELY.	NFA	-	-	DIESEL FUEL, COAL, FLY ASH	PW	CENT.HEAT & PWR PLANT/WASTE ACCUM. AREA	36012		W026
USATHAMA 1991 PROPERTY REPORT		SUBJECT TO NPDES PERMIT MONITORING	NFA	7	7	FILTER BACKWASH WATER., SETTLED SLUDGE, FUEL OIL	P	WATER TREATMENT PLANT	28002		W046
1990 RFA	81	DUE TO SUFFICIENT CONTROLS & SMALL OUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA		71	GREASE, OIL	DPCA	MOOSE RUN GOLF CRSE	2700 d		R078
USATHAMA 1991 PROPERTY REPORT		NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER:	NFA	-	7	DIESEL FUEL, GASOLINE	DOL	RETAIL FUEL STORAGE YD	988		W031
1890 RFA	59	UNIT LOCATED INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	NFA	Ti	F	WASTE PAINTS	DPTSM	TASC PAINT SPRAY BOOTH	978		B008
1990 RFA	58	SELF-ENCLOSED UNIT INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	NFA	-	-	HYPO SOLUTION	DPTSM	PHOTO LAB, SILVER RECOV.	979		R067
1990 RFA	57	FILTERS LOCATED INSIDE ALUMINUM BOX INSIDE BUILDING; NO REPORTED RELEASES SOIL, AIR, OR GROUND WATER.	NFA	٦	71	FIBERGLASS PARTICLES	DOL	MAINT SHOP, FIB.GLAS FILT.	976		ROGG
1990 RFA	56	UNIT LOCATED INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER; UNIT INACTIVE SINCE 1974; UNIT HAS BEEN REMOVED.	NFA	1	Ŧ	WASTE ACIDS	DOL	MAINT SHOP,ACID BATH/TK	976		R005
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	50, 51, 52	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	NFA	4	77	OIL/GREASE FROM WASH		ELECTRONICS MAINTENANCE SHOP, VEH.WASHRACK & OW SEP.	975		W018
NOTES & REFS.	1990 RFA 8WMU	NEA OR NEA JUSTEICATION	STATUS	u	ğ	POTENTIAL CONTAMBANTS	UNIT/ACTIVITY	SITE FUNCTION	BLDG/ LOC.	9	arre /

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USATHAMA 1991 PROPERTY REPORT		SUFFICIENT CONTROLS IN PLACE; NO EVIDENCE OF PAST RELEASES	NFA	7	-	DIESEL, GASOLINE, HTNG OIL	MULTIPLE UNITS/ACTIVITIES	ABOVE GND STORAGE THKS	FRA		W042
USATHAMA 1991 PROPERTY REPORT		SUFFICIENT CONTROLS IN PLACE; NO EVIDENCE OF PAST RELEASES	NFA	1		DIESEL, GASOLINE, HTNG OIL	MULTIPLE UNITS/ACTIVITIES	ABOVE GND STORAGE THKS	FRA		W041
USATHAMA 1991 PROPERTY REPORT		ALL KNOWN SPILL SITES REMEDIATED.	NFA	77	-	DIESEL, MOGAS, JP-4	MULTIPLE UNITS/ACTIVITIES	SPILL AREAS	FIELD LOC		W049
USATHAMA 1991 PROPERTY REPORT		NO EVIDENCE OF PAST RELEASES	NFA	1	71	SAN. WASTE WATER, INDUSTRIAL WASTEWATER	MULTIPLE UNITS/ACTIVITIES	SEPTIC TANKS/LEACH FLDS	FIELD LOC	7	W017
USATHAMA 1991 PROPERTY REPORT AND 1890 RFA	100	ACTIVE TRAINING FACILITIES FOR MARKSMANSHIP/GUNNERY TRAINING WITH NO EVIDENCE OF ADVERSE ENVIRONMENTAL EFFECTS.	NFA	-	7	LEAD, MUNITIONS WASTE FROM MORTAR, SMALL ARMS, GRENADES, ROCKETS	DPTSM	OPEN BURNING SITES AND FIRING RANGES/IMPACT AREAS	VARIOUS FIELD LOCATIONS	3.	W005
USATHAMA 1991 PROPERTY REPORT		INACTIVE SITE WITH NO KNOWN RELEASES.	NF A	71	71	RADIOACTIVE WASTES	DOL	RAD, MATRL. DISPOSAL	AMMO AREA C	ω ·	W013
NONE		STATE OF THE ART UNIT LOCATED INSIDE BUILDING: NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	NFA	-	-	WASTE FUEL, GREASE, OIL, SOLVENTS, ANTIFREEZE; OIL/GREASE FROM WASH	AKARNO	AK ARING VEH MAINT FAC	59000	•	NOBO
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	101	PENDING PERMIT APPLICATION	NFA UNDER CERCLA	-	77	WASTE SMALL CAL. AMMO, CARTRIDGES, ASH, HVY METALS, PROPELLANT, PRIMERS, FUZES	DOL	AMMO DEACTIV. FURNACE	55295	*	W024
USATHAMA 1891 PROPERTY REPORT AND 1890 RFA	102	DUE TO NATURE OF HAZARDOUS WASTES AND UNIT CONSTRUCTION, LITTLE POTENTIAL FOR HARMFUL RELEASES.	NEA	1	4	ANIMAL CARCASSES, INFECTIOUS WASTE, ASH	MEDAC	VETERANARY INCIN.	47811	3	W027
1990 RFA	85	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;	NFA	1	71	WASTE FUEL, GREASE, OIL	FLYING CLUB	AIRCRAFT MAINTENANCE FACILITY	47641	•	R094
USATHAMA 1991 PROPERTY REPORT		NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER:	NFA	71	- FR	WASTE JP4, JET FUEL, ON, HYDRAULIC FLUID, PETROL. NAPTHA, HEAVY METALS	B/123 AVN CO	AIRCRAFT MAINTENANCE FACILITY	47433	-	W021
	2	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER:	NEA	7	71	WASTE JP-4, JET FUEL, ON, HYDRAULIC FLUID, PETROL. NAPTHA, HEAVY METALS	B/123 AVN CO	AIRCRAFT MAINTENANCE FACILITY	47432	•	R070
USATHAMA 1891 PROPERTY REPORT		NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER:	NFA	77	771	OIL/GREASE FROM WASH	B/123 AVN CO	A/C WASHRACK & O/W SEP.	47430		W019
USATHAMA 1991 PROPERTY REPORT		NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER:	NFA	T	-F1	WASTE JP-4, JET FUEL, ON, HYDRAULIC FLUID, PETROL. NAPTHA, HEAVY METALS	B/123 AVN CO	AIRCRAFT MAINTENANCE FACILITY	47430		W021
USATHAMA 1991 PROPERTY REPORT, 1990 RFA	86, (1990 RFA MISTAKENLY LISTS AS BLDG 47727 NO SUCH BUILDING ON RECORD)	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;	NFA	78		WASTE JP-4, JET FUEL, DK., HYDRAULIC TLUID, PETROL. NAPTHA, HEAVY METALS	AK ARNG	AIRCRAFT MAINTENANCE FACILITY	47427	-	W021
NONE		NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;	NFA	1		WASTE JP-4, JET FUEL, ON, HYDRAULIC FLUID, PETROL. NAPTHA, HEAVY METALS	B/123 AVN CO	AIRCRAFT MAINTENANCE FACILITY	47203	ā	NO85
NOTES & REFS.	1990 RFA \$WMU	NEA OR NEA JUSTEICATION	STATUS	Ę	產	POTENTIAL CONTAMBUANTS	WIT/ACTWITY	SITE FUNCTION	BLDQ/LOC.	9	erre e

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USAPACEHEA REPORT, 31 JAN 94		CONTAMINANTS BELOW EPA ACTION LEVELS	NFA	-		PCB+, METALS	Pw	RT BRAVO TRANSFORMER SITE (VIC. GWEN LAKE)	UC553983		NO89
USATHAMA 1991 PROPERTY REPORT		PENDING CLOSURE	NFA UNDER CERCLA	7		CARS W/WASTE OR., JUNK	PW	LANDFILL	LANDFILL #8, adj. to old Davis/Glenn Highways, approx. 3 km south of the Engle River; 3 acres		W039
USATHAMA 1991 PROPERTY REPORT		PENDING CLOSURE	NFA UNDER CERCLA	71		SANITARY WASTE	PW	LANDFILL	LANDFILL 87, adjacent to old Davie Highway (vio. Anchorage LF)		W038
USATHAMA 1991 PROPERTY REPORT		PENDING CLOSURE	NFA UNDER CERCLA	T		UNKNOWN	PW	LANDFILL	LANDFILL #6, west edge of FRA LF; unk. size	-	W037
USATHAMA 1991 PROPERTY REPORT		PENDING CLOSURE	NFA UNDER CERCLA	7	-	CONSTR. DEBHIB, SANITARY WASTE, METAL, WOOD, ASBESTOS, EXPLOSIVES, INFECTIOUS WASTE	PW	LANDFILL	LANDFILL #5, northwest seator FRA LF; 3 acres		W 038
USATHAMA 1891 PROPERTY REPORT		PENDING CLOSURE	NFA UNDER CERCLA	F		CONSTRUCTION DEBRIS	PW	LANDFILL	LANDFILL #4, southwest sector of FRA LF; 3 sores		W035
USATHAMA 1891 PROPERTY REPORT		M NONG CLOSURE	NEA UNDER	-		BAN. WASTE, UNKNOWN	١~	LANDFILL	LANDFILL #3, south central sector of FRA Lf; 80 scree		W0.94
USATHAMA 1991 PROPERTY REPORT		PENDING CLOSURE	NFA UNDER CERCLA	77		BAN. WASTE, UNKNOWN	Pw	LANDFILL	LANDFILL #2, north-central sector of FRA LF; 338 acree	-	W033
USATHAMA 1891 PROPERTY REPORT AND 1890 RFA	94, 95	PENDING CLOSURE	NFA UNDER	71	-	SANITARY WASTE, WASTE OIL/BRAKE FLUID, PESTICIDES	PW	LANDFILL	LANDFILL #1, east sector of FRA LF, 400 scree	~	W032
1990 RFA	116	SUBJECT TO NPDES PERMIT MONITORING	NFA	n	71	SANITARYJNDUSTRIAL WASTEWATER W/OILB, GREASE	P	SANITARY SEWER SYSTEM	FRA		R078
USATHAMA 1991 PROPERTY REPORT		SUBJECT TO UST TWO-PARTY AGREEMENT	NFA	1	-	WASTE OIL, FUEL OIL	MULTIPLE UNITS/ACTIVITIES	FORMER USTs	FRA	-	W045
USATHAMA 1991 PROPERTY REPORT		SUBJECT TO UST TWO-PARTY AGREEMENT	NFA	7	٦	DIESEL, MOGAS, FUEL OIL,	MULTIPLE UNITS/ACTIVITIES	FORMER UST.	FRA	-	W044
USATHAMA 1991 PROPERTY REPORT AND 1990 RFA	7, 16, 19, 23, 24, 26, 29, 30, 35, 38, 39, 42, 43, 48, 53, 81, 63, 66, 68, 69, 70, 119, 120	SUBJECT TO UST TWO-PARTY AGREEMENT	NFA	1	4	DIESEL, MODAS, WASTE OIL,	MULTIPLE	. UNDERGROUND STOR.TNKS	FRA		W043
NOTES & REFS.	1990 RFA SWMU	NEA OR NEA JUSTIFICATION	STATUS	UST	ē	POTENTIAL CONTAMBNANTS	UNIT/ACTIVITY	SITE FUNCTION	U BLDa/Loc.	Qu	9116

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1990 RFA	90	NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	NFA	71	77	FRA SOLID WASTE, ASBESTOS	PW	TRANSFER STATION	VIC. UC\$77959		R074
USATHAMA 1991 PROPERTY REPORT		AMMO SECURED INSIDE CONCRETE BUNKERS, NO KNOWN RELEASES WITHIN ASP COMPOUND.	NFA	77	77	AMMUNITION	DOL	AMMO SUPPLY POINT	AMMO HOLDING AREA		W029
NOTES & REFR.	1990 RFA SWMU	NFA OR NFA JUSTEICATION	STATUS	REL UST	REL	POTENTIAL CONTAMINANTS	WITACTNITY	BITE FUNCTION	BITE # OU BLDG/LOC.	2	# 31.00

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